

**JUDGMENT IN FAVOR OF DEFENDANTS AENTA LIFE INSURANCE COMPANY AND AETNA LIFE & CASUALTY (BERMUDA) LTD. AGAINST PLAINTIFF BRAND TARZANA SURGICAL INSTITTUE INC.**

1 present action (Dkt. 34); (b) re Standing in the Samaan Action (Request for  
2 Judicial Notice (“RJN”) Ex. E.); and (c) re Motion for Reconsideration in the  
3 Samaan Action (RJN Ex. K) shall constitute the Court’s final adjudication of all  
4 “anti-assignment clause” issues previously briefed by the parties and  
5 considered/adjudicated by this Court in connection with the three subject orders.  
6 This final adjudication shall encompass all issues related to the proper  
7 construction, interpretation, and application of the anti-assignment clause  
8 contained in the Saudi Arabian Cultural Mission Plan, including but not limited to  
9 issues of waiver, estoppel, ambiguity, Payment of Benefits clause, public policy,  
10 and Insurance Code § 520 and 106(b).

11 2. Plaintiff has withdrawn its tort causes of action for Fraud (First Cause  
12 of Action) and Intentional Interference with Economic Relations (Third Cause of  
13 Action) in the First Amended Complaint. Plaintiff has also its request for punitive  
14 damages as set forth in the First Amended Complaint. Accordingly, all issues have  
15 been finally adjudicated in this Court, and the present action is dismissed with  
16 prejudice. Each party shall bear its own attorney’s fees and costs incurred in  
17 connection with this action.

18 IT IS SO ORDERED.

19 DATED: December 11, 2019

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Honorable Dale S. Fischer  
21 UNITED STATES DISTRICT JUDGE  
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